

FT LIVE SPONSORSHIP TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 These Terms and Conditions together with the Term Sheet form the agreement between the parties (the “**Agreement**”).
- 1.2 In this Agreement, words and phrases have the meaning given to them in the Term Sheet and this clause 1.2:
- (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, where “control” means the beneficial ownership of more than 50% of the issued share capital of an entity or the legal power to direct or cause the direction of the management of the entity.
 - (b) “**Agency**” means, where applicable, the agency specified in the Term Sheet.
 - (c) “**Attendee**” means any individual who registers for and/or attends the Event.
 - (d) “**Attendee Data**” means any details of potential or actual Attendees or speakers and any related information which FT provides to Client, as specified in the Term Sheet.
 - (e) “**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
 - (f) “**Client Marks**” means the trade marks of Client used by FT or Client in accordance with this Agreement.
 - (g) “**Client Promotional Material**” means (a) any press releases or promotional or marketing materials issued by Client relating to the Event; and (b) any advertisements or other promotional or marketing materials that Client provides to FT for publication or display at or in relation to the Event.
 - (h) “**Data Protection Laws**” means any data protection laws applicable to the processing of personal data by FT under this Agreement, including (as applicable) the UK Data Protection Act 2018, the EU General Data Protection Regulation (“**GDPR**”), the UK Regulation on Privacy and Electronic Communications, and the California Consumer Privacy Act.
 - (i) “**Equipment**” means any equipment brought to an Event by Client (or Client’s representatives) for use at the Event.
 - (j) “**Event Materials**” means any material, whether printed or digital, relating to the Event, including Attendee Data, Recordings and Event websites or microsites.
 - (k) “**FT Marks**” means the trade marks, brands and logos of FT used by FT or Client in accordance with this Agreement, including “FT”, “The Financial Times”, the Event Name and the FT Brand as set out on the Term Sheet.
 - (l) “**IPRs**” means all present and future copyright, moral rights, database rights, trade mark rights, trade secrets and all related rights and neighbouring rights and any other intellectual property rights of whatsoever nature throughout the world whether or not registered or capable of registration including all renewals and/or extensions thereof.
 - (m) “**Liability**”: any and all liability of a party whether in contract, tort or otherwise in respect of any breach of that party’s obligations under this Agreement or any representation, statement, negligent act or omission arising under or in connection with this Agreement.
 - (n) “**Losses**” means any and all claims, damage, losses, costs (including reasonable legal costs), fines, penalties, expenses, demands or liabilities.
 - (o) “**Marks**” means the FT Marks or the Client Marks, as the case may be.
 - (p) “**Networking Tool**” means any tool made available by FT which may allow Client to arrange meetings with Attendees who have accepted being included in such tool.
 - (q) “**Recordings**” means any recordings or photographs of the Event made by or on behalf of FT.
 - (r) “**Term**” has the meaning given to it in clause 12.1.
 - (s) “**Term Sheet**” means a term sheet signed by (or on behalf of) FT and Client which incorporates these Terms and Conditions.
 - (t) “**Venue**” means, where applicable, the venue for the Event as specified on the Term Sheet or as otherwise determined in accordance with this Agreement.

- 1.3 Unless the context otherwise requires the words “**include**” and “**including**” will be construed as without limitation; and any reference to any legislative provision will be deemed to include any subsequent re-enactment or amending provision.

2. RIGHTS AND OBLIGATIONS

- 2.1 FT will deliver the Event in accordance with the Event Details and deliver the Client Benefits in a professional manner and using reasonable care and skill. If FT is unable to deliver any of the Client Benefits or (where applicable) the Venue precisely as set out in the Term Sheet, then FT may substitute alternative rights or an alternative venue of a substantially similar nature and to a materially equivalent value without penalty. FT will use reasonable endeavours to consult in good faith with Client when exercising these rights, but a failure to do so will not entitle Client to terminate this Agreement.
- 2.2 In the event that any of the Event Details set out in the Term Sheet are to be confirmed after signature of this Agreement (for example, where only the city of the Venue or only the month of the Date of Event is stated), then the further details will be decided by FT, in its reasonable professional opinion, in consultation with Client.
- 2.3 Client agrees that, save as set out in the Term Sheet: (i) FT may seek third party sponsorship for the Event(s) without restriction; and (ii) the Client Benefits detailed on the Term Sheet are non-exclusive.
- 2.4 Client will:
- (a) fulfil the Client Obligations specified in the Term Sheet;
 - (b) promptly provide any assistance or feedback that FT may reasonably request relating to the Event;
 - (c) only use the FT Marks for purposes for which FT has provided its prior written approval;
 - (d) refer to FT all requests that it receives regarding the Event;
 - (e) not sell, or attempt to sell, branding rights or Attendee places for the Event;
 - (f) not do or permit to be done anything which may reasonably be interpreted by FT in any way as being prejudicial or detrimental to the Venue, the Event or FT;
 - (g) not represent that FT endorses Client or Client's products and services nor hold itself out as representing FT; and
 - (h) not seek to associate itself with FT or the Event other than as strictly permitted by the Client Benefits.
- 2.5 If Client undergoes a change of name or brand prior to the Event then:
- (a) Client will notify FT as soon as reasonably practicable;
 - (b) FT will use reasonable endeavours to take account of the change of name or brand; and
 - (c) FT will not be required to make any changes to take account of the change of name or brand unless Client has agreed in writing to pay FT's reasonable costs in making those changes; but
 - (d) FT reserves the right to terminate this Agreement if FT reasonably believes that the change of name or brand will be confusing, disruptive or detrimental to the Event.
- 2.6 Client acknowledges that FT's delivery team for the Event shall not be expected to respond to communications from Client outside that team's normal business hours as notified to Client from time to time.

3. CLIENT ADVERTISING AND MARKETING CONTENT

- 3.1 Client will not distribute, make available or use any Client Promotional Material at or in relation to the Event except as set out in the Term Sheet or as otherwise agreed by FT in writing.
- 3.2 Without limitation to clause 3.1, Client has sole responsibility and liability for all Client Promotional Material and will ensure that any Client Promotional Material:
- (a) is accurate and not misleading;
 - (b) is clearly recognisable as a Client marketing communication and does not resemble FT editorial content;
 - (c) complies with all applicable laws, regulations and codes of practice;

- (d) does not contain any libellous statements nor infringe any third party rights including IPRs, rights in confidential information and rights of privacy;
- (e) does not discriminate or indicate an intention to discriminate on grounds of sex, race, religion or belief, disability, ethnic origin, age or sexual orientation; and
- (f) does not disrupt any computer system, network or website, and is free from adware, viruses, malware or malicious code.

3.3 FT may refuse to distribute, make available or display any Client Promotional Material if FT, in its reasonable opinion, considers that it does not meet the requirements of this Agreement.

3.4 Client will indemnify and keep indemnified FT from and against all Losses arising out of any breach by Client of this clause 3.

4. FEES

4.1 Unless specifically stated on the Term Sheet:

- (a) Client will pay the Fees and any Costs (if provided on the Term Sheet) in full (without any set-off or counterclaim) to FT on signature of the Term Sheet;
- (b) if the FT contracting party is The Financial Times Limited, all payments will be made by Client to FT in London in pounds sterling; and
- (c) if the FT contracting party is FT Publications, Inc., all payments will be made by Client to FT in New York in US dollars.

4.2 If Client is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, Client will, together with such payment, pay any additional amount as will ensure that FT receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Client will promptly forward to FT copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

4.3 The parties agree to comply with the applicable double tax treaty with respect of withholding taxes and FT will comply with all reasonable requests from Client to file, or to provide Client with such forms, statements or certificates as will enable Client to apply a reduced rate of tax or exemption from tax in accordance with the applicable double tax treaty.

5. INTELLECTUAL PROPERTY

5.1 Subject to clause 5.2:

- (a) FT will retain all IPRs which may arise in the course of organising and hosting the Event, including all IPRs in the Event Name and the Event Materials; and
- (b) Client assigns to FT all IPRs (including future IPRs) in the Event Name and the Event Materials that may otherwise accrue to Client as a result of its involvement in the Event.

5.2 Client will retain all IPRs in the Client Marks and any pre-existing Client materials. Client grants to FT for the Term a worldwide, royalty-free non-exclusive licence to use the Client Marks for the purpose of allowing FT to carry out its obligations under this Agreement. FT grants to Client for the Term a worldwide, royalty-free, non-exclusive licence to use the FT Marks strictly to the extent, and for the purposes referred to, on the Term Sheet.

5.3 Each party (the "licensee") acknowledges and agrees that: (i) all goodwill accrued from use of the Marks of the other party (the "licensor") under this Agreement is to the benefit of the licensor and the licensor may at any time call for a confirmatory assignment of that goodwill and the licensee will immediately execute it; (ii) the Marks of the licensor will remain the exclusive property of the licensor; (iii) nothing in this Agreement will confer upon the licensee any right of ownership in the Marks of the licensor; and (iv) the licensee will not authorise any third parties to use the Marks of the licensor.

6. USE OF RECORDINGS

- 6.1 Where FT agrees to supply Client with copies of any Recordings, then subject to the terms of this Agreement, FT grants to Client a non-exclusive and non-transferable licence (without the right to sublicense) to use the Recordings only:
- (a) for internal business use;
 - (b) for internal research and current awareness purposes;
 - (c) to create excerpts of up to 5 minutes in length for use on Client's website, YouTube channel, Facebook page, X (formerly Twitter) feed and/or LinkedIn page; and/or
 - (d) to create excerpts of up to 5 minutes in length for inclusion within a larger piece of Client's original work that is sent electronically to individuals outside Client's organisation (such as a written report, written advice or a presentation including a scheduled newsletter); or
 - (e) as otherwise expressly agreed by FT in the Term Sheet or otherwise in writing.
- 6.2 Client will not:
- (a) except as expressly permitted in this Agreement, copy, edit, modify, translate, sell or otherwise make available the Recordings;
 - (b) use the Recordings in any manner prejudicial to the reputation or interests of FT or any person appearing in the Recordings; or
 - (c) distort, misrepresent or change the substance, emphasis or context of the Recordings.
- 6.3 Client must clearly attribute Recordings as "provided by Financial Times Live".
- 6.4 Client will cease all use of the Recordings in accordance with FT's reasonable instructions within 2 working days of FT's written request to do so. FT will not be liable for any actions, losses, damages, expenses or other liabilities that may arise out of Client's failure to comply with any request by FT under this clause 6.4.

7. WARRANTIES AND INDEMNITY

- 7.1 Each party warrants and represents to the other that it is authorised to enter into and perform this Agreement.
- 7.2 Each party warrants and represents to the other that it is authorised to grant the other party the right to use its Marks and any other materials it may provide to the other under this Agreement.
- 7.3 Except as expressly provided in this Agreement and to the extent permitted by law, no warranty, condition, representation or undertaking, express or implied, statutory or otherwise, is given or assumed by either party and all such warranties, conditions, representations and undertakings are excluded. Without limiting the foregoing, FT makes no warranty or representation to Client regarding:
- (a) the number, seniority or identity of the speakers and/or Attendees at the Event or the return on investment that Client will obtain by acquiring the Client Benefits; or
 - (b) the livestreaming of any digital Event being: (i) free from interruption; or (ii) able to run on the Client's IT systems.
- 7.4 Each party will indemnify and keep indemnified the other party from and against all Losses arising out of any third party claim that the use by the indemnified party of any of the indemnifying party's Marks in accordance with this Agreement infringes any IPRs of such third party.
- 7.5 If FT or Client seeks indemnification under this Agreement (the "**Indemnified Party**"), the Indemnified Party will: (i) notify the other party (the "**Indemnifying Party**") concerning the existence of the event giving rise to a claim under an indemnity; (ii) grant authority to the Indemnifying Party to defend or settle any third party action or claim; and, (iii) provide, at the Indemnifying Party's reasonable expense, such information, cooperation and assistance to the Indemnifying Party as may be reasonably necessary for the Indemnifying Party to defend or settle the third party claim or action.

8. DATA PROTECTION

- 8.1 Client acknowledges that FT acts as a controller (and not as a processor on behalf of Client) in respect of FT's processing of personal data in connection with the Event, including in respect of Attendee Data.
- 8.2 Each party will:
- (a) comply with Data Protection Laws (including obligations in relation to direct marketing and screening of marketing lists);
 - (b) not do anything which may cause the other party to be in breach of the obligations imposed upon it by Data Protection Laws;
 - (c) maintain appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of personal data processed by it, in accordance with the requirements of GDPR;
 - (d) only use personal data disclosed to it by the other party for the purposes of this Agreement; and
 - (e) ensure that it has the appropriate consents as may be required by Data Protection Laws prior to disclosing any personal data to the other.
- 8.3 Without limitation to clause 8.2, Client acknowledges that all Attendee Data are personal data, and accordingly Client will only use Attendee Data for the specified purposes set out on the Term Sheet.
- 8.4 If FT is transferring any personal data to Client, and Client is incorporated in a country or territory that is not recognized as ensuring adequate protection under both the EU GDPR and the UK GDPR, then::
- (a) the EU SCCs, with Module 1 (Controller-to-Controller) selected, are deemed incorporated into this Agreement and completed as follows: (i) the "data exporter" is FT; (ii) the "data importer" is Client; (iii) the optional docking clause is implemented; (iv) the optional redress clause is omitted; (v) the governing law is the law of Ireland; (vi) the courts are the courts of Ireland; (vi) the information required for Annex I.A, I.B, II and III to the Standard Contractual Clauses is as set out in the Term Sheet; and (vii) the competent supervisory authority is the Belgian Data Protection Authority (GBA); and
 - (b) the UK Addendum is deemed incorporated into this Agreement and completed as follows: (i) the "Exporter" is FT and the "Importer" is Client; (ii) in Table 2, the first option is selected and the "Approved EU SCCs" are the relevant EU SCCs referred to in (a) above; (iii) in Table 3, the information required is as set out in the Term Sheet; and in Table 4, neither the "Importer" nor the "Exporter" can terminate the UK Addendum.
- 8.5 Where FT agrees to give Client access to the Networking Tool
- (a) Client shall not use the Networking Tool for unsolicited marketing to attendees; and
 - (b) FT may remove such right to access the Networking Tool if, in FT's reasonable opinion, Client is misusing the Networking Tool.
- 8.6 The parties acknowledge that the Data Protection Laws may, separately and in addition to these Terms and Conditions, impose certain requirements on FT relating to the transfer of data outside the UK and EEA. Client agrees to assist and cooperate with FT in complying with such requirements under this Agreement, where applicable.
- 8.7 Each of the parties undertakes to the other to take all such steps as will from time to time be necessary to ensure compliance with the provisions of this clause 8 by its employees, agents and sub-contractors.
- 8.8 In this clause 8, the expressions "**personal data**", "**process**", "**controller**" and "**processor**" have the meanings given to them in GDPR.

9. CONFIDENTIALITY

- 9.1 Each of the parties undertakes to keep confidential all information (written or oral) concerning the business and affairs of the other that it will have obtained or received as a result of the discussion leading up to the entering into, or in the course of performing, this Agreement ("**Confidential Information**") except that which is:

- (a) trivial or obvious;
- (b) already in its possession other than as a result of a breach of this clause 9;
- (c) in the public domain other than as a result of a breach of this clause 9;
- (d) required by a government body, a court of competent jurisdiction, or otherwise by law to be disclosed; or
- (e) for FT's benefit only, is acquired by members of FT's newsgathering or news dissemination operations by persons who are not provided with access to the Confidential Information pursuant to the terms of this Agreement.

9.2 Subject to clause 9.3, each party may disclose the other party's Confidential Information to the following persons or entities who require access to such information for purposes relating to this Agreement or its subject matter:

- (a) its directors, officers, employees or external advisors;
- (b) its Affiliates; and
- (c) its Affiliates' directors, officers, employees or external advisors.

9.3 Each party will ensure that any person or entity who receives the other party's Confidential Information under clause 9.2 will abide by the confidentiality restrictions contained in this Agreement.

10. EQUIPMENT

10.1 Where the Term Sheet states (or FT otherwise agrees in writing) that Client is permitted to bring Equipment to an Event then:

- (a) Client is solely responsible for the delivery, storage, operation and removal of the Equipment at the Venue;
- (b) the Equipment will at all times remain at the risk of Client, and Client is responsible insuring the Equipment against theft, loss or damage; and
- (c) Client will comply with all reasonable requirements and directions of the Venue and/or FT in respect of the delivery, storage, operation and removal of the Equipment at the Venue, including any requirements of the Venue for public liability insurance in respect of the Equipment.

10.2 Client will indemnify and keep FT indemnified from and against all Losses arising out of any third party claim against FT arising from any personal injury, death or loss of or damage to property caused by any Equipment used by Client at the Event, except to the extent such injury, death, loss or damage result from the negligent acts or omissions of FT.

11. EVENT CANCELLATION OR POSTPONEMENTS

11.1 The following provisions of this clause 11 apply where FT believes that:

- (a) extraneous circumstances are such that it cannot ensure the security of an Event, the Venue or the safety of speakers or Attendees;
- (b) the Event will be more successful if it is postponed;
- (c) postponement or cancellation of the Event is necessary due to the potential impact of an infectious disease outbreak or other Force Majeure Event; or
- (d) the Event as planned is otherwise not viable, any of the above circumstances being a "**Viability Issue**".

11.2 Where an Event is subject to a Viability Issue, FT may:

- (a) cancel the Event at any time up to and including the Event Date;
- (b) subject to clause 11.2(c), postpone the Event at any time up to 30 days prior to the Event Date; or
- (c) postpone the Event at any time up to and including the Event Date, where the reason for the postponement is the potential impact of an infectious disease outbreak or other Force Majeure Event.

11.3 Where FT cancels an Event under this clause 11:

- (a) this Agreement will terminate, unless the Agreement relates to more than one Event, in which case then FT may cancel a single Event without terminating the Agreement and this Agreement will continue in full force and effect as it relates to the non-cancelled Event(s);
- (b) FT will promptly refund Client any Fees prepaid by Client up to the date of cancellation that relate to the cancelled Event; and
- (c) Client will not be required to pay any further Fees in relation to the cancelled Event.

11.4 Where FT postpones an Event under this clause 11:

- (a) the replacement date of the Event will be in FT's discretion, acting reasonably and (to the extent reasonably practicable) in consultation with Client; and
- (b) in the case of annual Events, FT may elect to transfer the Client Benefits to the following year's version of the same Event, which will then become the Event for the purposes of this Agreement.

11.5 FT will notify Client promptly where FT proposes to cancel or postpone an Event under this clause 11, providing reasonable details of the Viability Issue.

11.6 Where Client is the sole sponsor of an Event, FT will (to the extent reasonably practicable) consult with Client before cancelling or postponing the Event under this clause 11.

11.7 Client has no right to cancel or postpone any Event in any circumstances. This does not affect Client's right to terminate in accordance with clauses 12.2 or 13.1.

12. TERM AND TERMINATION

12.1 The term of this Agreement will commence from the date of the signing of the Term Sheet and unless otherwise terminated earlier in accordance with its terms, will conclude with the completion of the final Event(s), or any post Event administration, whichever is later (the "Term").

12.2 Each party may terminate this Agreement immediately by written notice to the other party if:

- (a) the other party commits any material breach of its obligations under this Agreement and fails to remedy such breach (if capable of remedy) within 14 days after being given written notice by the first party to do so; or
- (b) the other party makes an arrangement with or assignment in favour of its creditors or goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or has a receiver or administrator appointed over its property or assets or any part thereof or any event analogous to any of the foregoing occurs in relation to the other party in any jurisdiction.

12.3 FT may terminate this Agreement immediately by written notice to Client if:

- (a) Client fails to pay any amount due under this Agreement on the due date for payment and remains in default 7 days after being notified by FT in writing to make such payment;
- (b) there is a change in the control (meaning the majority shareholding or the capacity to control day to day management) of Client;
- (c) Client is in breach of clauses 2.4(f), 2.4(g) or 2.4(h); or
- (d) Client (or any of its shareholders or directors) becomes subject to any Sanction, or continuation of this Agreement would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction, where "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.

12.4 The expiry or termination of this Agreement will be without prejudice to any rights which have accrued to either of the parties under it, including FT's right to receive payment of all Fees, which will become due and payable on termination. Upon termination, all of the Client Benefits will immediately terminate and automatically revert to FT and each party will promptly return to the other or destroy any property of the other in its possession or control. For the avoidance of doubt, Client is only entitled to a refund of pre-paid Fees in the circumstances set out in clause 11.1.

- 12.5 The provisions of this Agreement that by their nature and content, must survive the completion, rescission or expiration of this Agreement, will so survive including: clause 6 (Use of Recordings), clause 7 (Warranties and Indemnity), clause 8 (Data Protection), clause 9 (Confidentiality), clause 14 (Limitation of Liability) and clause 18 (Disputes and Governing Law).

13. FORCE MAJEURE

- 13.1 Neither party will be in breach of this Agreement or liable for failure to perform or delay in performing any obligation under this Agreement (excluding any obligation of either party to pay any amount due under this Agreement, but including the obligation on FT to host the Event) if the failure or delay arises from or is attributable to:
- (a) any circumstances beyond its reasonable control, including, abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, airport closure or disruption, lock-outs, other industrial action, terrorist action or civil commotion ("**Force Majeure Event**"); or
 - (b) a reasonable expectation in light of extraneous circumstances that it will not be able to safely perform its obligations under this Agreement due to a Force Majeure Event.
- 13.2 If the Force Majeure Event continues for at least three days, either party will be entitled to terminate this Agreement by notice in writing to the other.

14. LIMITATION OF LIABILITY

- 14.1 Without prejudice to Client's payment obligations under this Agreement:
- (a) neither party will have any Liability to the other for any indirect, special, incidental or consequential loss, damage, costs, expenses or other claims whatsoever; and
 - (b) the total aggregate Liability of each party under or in relation to this Agreement will not exceed the Fee.
- 14.2 Nothing in this Agreement will limit or exclude either party's Liability:
- (a) in relation to any of the indemnities under this Agreement;
 - (b) for death or personal injury caused by that party's negligence;
 - (c) for fraud or for fraudulent misrepresentation;
 - (d) for any infringement or misuse of the other party's IPRs; or
 - (e) for any other matters for which it would be unlawful to exclude or limit liability.

15. AGENCY

- 15.1 The provisions of this clause 15 apply only where an Agency is acting on behalf of Client in respect of this Agreement, as specified in the Term Sheet or as otherwise notified in writing to FT by Client.
- 15.2 Except as otherwise expressly stated in this Agreement:
- (a) if Agency signs this Agreement, it does so as agent for Client as principal, except that:
 - (i) Agency signs as principal in respect of payment of the Fees and Costs; and
 - (ii) Client will pay any Fees and Costs that Agency fails to pay by the due date; and
 - (b) any provision of this Agreement that is expressed as an obligation on Agency shall be interpreted as an obligation on Client to procure that Agency complies with that obligation.
- 15.3 Agency (acting as principal) warrants and represents that:
- (a) it has Client's authority to enter into this Agreement and to pay the Fee and any Costs to FT; and
 - (b) all of Agency's actions relating to this Agreement or its subject-matter will be within the scope of Agency's authority from Client.

- 15.4 Agency (acting as principal) will indemnify and keep indemnified FT against all Losses arising from any breach by Agency of its warranties and representations under clause 15.3.
- 15.5 Client may subcontract any of its rights or obligations to Agency, but Client will remain responsible for all acts or omissions of Agency as if they were the acts or omissions of Client.
- 15.6 Where the Term Sheet states that the Agency is signing the Agreement as principal (and not as agent on behalf of the Client as principal) then:
- (a) clauses 15.2 to 15.5 will not apply;
 - (b) any provision of this Agreement that is expressed as an obligation on Client will be interpreted as an obligation on Agency to procure that Client complies with that obligation; and
 - (c) Agency will be responsible for all acts or omissions of Client in connection with this Agreement as if they were the acts or omissions of Agency.

16. GENERAL

- 16.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or constitute or be deemed to constitute one party as agent of the other for any purpose whatever and neither party will have authority or power to bind the other or to contract in the name of and create a liability against the other or to represent the other in any matter whatsoever.
- 16.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.
- 16.3 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause 16.3 will limit or exclude any liability for fraud.
- 16.4 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.5 If a provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement will not be affected. If a provision of this Agreement (or part of any provision) is found to be illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.6 A person who is not a party to this Agreement will not have any rights under or in connection with it.
- 16.7 No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.
- 16.8 This Agreement may be signed in counterparts each of which once signed will be deemed to be an original of this Agreement. Signed copies of this Agreement sent as a PDF by email will be deemed to be originals of this Agreement.
- 16.9 Client may not assign at law or in equity its rights under this Agreement or (subject to clause 15.5) subcontract any of its duties or obligations under this Agreement without the prior written consent of FT.

17. NOTICES

- 17.1 Any notice given to a party under or in connection with this Agreement will be made in writing and will be delivered by hand, recorded delivery, courier or email to the other party and will be deemed to have been received, if delivered by hand, at the time and date of delivery; if sent by recorded delivery or courier, upon the date of receipt (as evidenced by signature); and if sent by email, at 9.00 am on the next Business Day after transmission.

- 17.2 Any such notice given by FT will be sent to the address of Client shown on the Term Sheet.
- 17.3 Subject to clause 17.4, any such notice given by Client will be sent to:
- (a) if the FT contracting party is The Financial Times Limited: the Company Secretary, The Financial Times Limited, Bracken House, 1 Friday Street, London, EC4M 9BT.
 - (b) if the FT contracting party is F.T. Publications, Inc.: the Company Secretary, FT Publications, Inc., Bracken House, 1 Friday Street, London, EC4M 9BT.
- 17.4 Any notice sent to FT by email to terminate this Agreement or to assert or threaten any claim against FT under or in connection with this Agreement must be sent to company.secretary@ft.com.
- 17.5 The provisions of this clause 17 will not apply to the service of any proceedings or other documents in any legal action.

18. DISPUTES AND GOVERNING LAW

- 18.1 If the FT contracting party is The Financial Times Limited, this Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
- 18.2 If the FT contracting party is F.T. Publications, Inc., this Agreement will be governed by and construed in accordance with the laws of the state of New York (without regard to its conflict of laws provisions) and the parties submit to the exclusive jurisdiction of the federal and state courts located in New York City. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement.

19. VERSION OF TERMS AND CONDITIONS

- 19.1 This version of the Terms and Conditions applies to Term Sheets executed by the FT and Client at any time from 1 October 2024 until this version of the Terms and Conditions is superseded by a new version. Previous versions can be found [here](#).
- 19.2 FT may at any time and at its sole discretion change, update or amend these Terms and Conditions by posting a new version of the Terms and Conditions at <https://live.ft.com/termsandconditions>. Any such change under this clause 19.2 will not affect any Term Sheets that have already been executed by FT and Client.